

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

03-*ℓ*-0611

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO AMEND THE MASTER LEASE AGREEMENT WITH SPRINTCOM, INC., TO ADD THE DEVELOPMENT OF A MONOPINE/TREE COMMUNICATION FACILITY LOCATED AT 1053 CASCADE CIRCLE IN ATLANTA TOGETHER WITH STRUCTURES SHOWN ON THE ATTACHED SITE PLAN FOR CERTAIN COMMUNICATIONS EQUIPMENT TO BE LOCATED UPON THE LEASED SPACE; AND FOR OTHER PURPOSES; ALL REVENUE GENERATED SHALL BE DEPOSITED INTO FUND ACCOUNT AND CENTER NUMBER 3P02 462101 N21D11 B69999.

WHEREAS, SprintCom, Inc., requires antennas to provide wireless communication service to its customers; and

WHEREAS, SprintCom, Inc., wishes to reduce the proliferation of cellular towers within the City of Atlanta; and

WHEREAS, The City of Atlanta has entered into a master lease agreement with SprintCom, Inc., for the locating of wireless telecommunications towers and co-locating antennas upon same; and

WHEREAS, SprintCom, Inc., wishes to amend the master lease agreement to add 1053 Cascade Circle to the master site lease; and

WHEREAS, the City of Atlanta is the owner of the property located at 1053 Cascade Circle in Atlanta, Georgia 30311; and

WHEREAS, SprintCom, Inc., proposes to construct a Monopine/Tree communication facility which will benefit the City; and

WHEREAS, the proposed new Monopine/Tree communication facility will be constructed to accommodate additional demand and will reduce the need for other tall towers in the vicinity; and

WHEREAS, the Commissioner of the Department of Parks, Recreation and Cultural Affairs and the Director of the Office of General Services have recommended that a contract be entered into with SprintCom, Inc., ; and

WHEREAS, the term of the Site Lease, as provided for in the Master Lease Agreement, will be initially five (5) years and may be automatically renewed for up to four (4) successive five-year periods unless terminated by the City by written notice.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor is hereby authorized to amend the existing master site lease and other contractual agreements with SprintCom., Inc. and to construct a Monopine/Tree communicated facility at 1053 Cascade Circle and to lease a portion of the site for certain communication equipment.

SECTION 2: That the Site Lease, as provided in the Master Lease Agreement, shall be for an initial term of (5) years commencing on the date of the agreement and may be automatically renewed for up to four (4) five year periods. The base monthly rental during the first five (5) year renewal term shall be \$1600; provided, however, that this rental rate shall be increased annually every year thereafter in accordance with the consumer Price Index, but in no event shall each annual rental be greater than four percent (4%).

SECTION 3: That this site lease and other contractual agreements shall not become binding on the City, and the City shall not incur obligation upon the same until such master lease and other contractual agreements have been approved as to form by the City Attorney, executed by the Mayor, sealed by the Municipal Clerk and delivered to the contracting party.

SECTION 4: That all revenue generated shall be deposited into the Fund, Account Center Number 3P02 462101 N21D11 B69999.

EXHIBIT B

TO THE MASTER LEASE AGREEMENT
DATED July 15, 1998
BETWEEN CITY OF ATLANTA, GEORGIA, AS LANDLORD
AND SPRINTCOM, INC. AS TENANT

Cell Site ID: **AT54XC277-D**
Cell Site Name: John A. White Golf Course
State: Georgia
City: Atlanta

ADDITIONAL SITE LEASE AGREEMENT
(Multiple Site Component)

THIS ADDITIONAL SITE LEASE AGREEMENT (this "Lease") is entered into this _____ day of _____, 2003, between the City of Atlanta, Georgia, a body corporate and politic ("Landlord"), and SprintCom, Inc., a Kansas corporation.

1. Incorporation of Master Lease. This Lease is an "Additional Site Lease" as referenced in that certain Master Lease Agreement between Landlord and Tenant, dated July 15, 1998 (the "Master Lease"). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made a part hereof without the necessity of attaching hereto the original or any copy of the Master Lease. Unless expressly modified herein, the terms and conditions of the Master Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed thereto in the Master Lease.
2. Premises. The Premises leased by the Landlord to Tenant are for a Real Property Site on which Tenant proposes to erect or construct a communications tower (Monopine/Pinetree tower)to be mounted in the ground. The Premises are described on Exhibit A attached hereto and made a part hereof.
3. Term. The initial Term of this Lease shall commence and expire as set forth in Section 4.a. of the Master Lease. The initial term of this Lease is for five (5) years. Tenant shall have the right to extend this Site Lease for four (4) additional, five-year terms. (Renewal Term).
4. Rent. Rent shall be payable as set forth in Section 5.a. of the Master Lease. Tenant shall pay to Landlord, commencing upon the Commencement Date of this Lease, monthly Rent in an amount of one-thousand six-hundred (\$1,600) dollars. Monthly Rent under this Lease shall not be adjusted until the first Renewal Term as provided in Section 5.c. of the Master Lease.
5. Special Access Arrangements. Landlord hereby grants to Tenant a non-exclusive easement benefiting Tenant's interest in the Premises for pedestrian and vehicular ingress

and egress, the installation of utilities serving the Premises and improvements thereon, and the maintenance and installation of other mechanisms required or recommended, over the property including improvements on the property of Landlord which surrounds the Premises. In this regard, Landlord shall also provide the Tenant any and all keys and/or combinations to any locks to allow Tenant full access for purposes of Tenant's easement set forth in the immediately preceding sentence.

6. Leaseback of Antenna Facilities. Tenant hereby agrees that, subject to the provisions of Section 19 of the Master Lease, Tenant will lease to Landlord, at the rental rate of \$10.00 per year, a portion of the communications tower erected by Tenant on the Premises for the construction and installation of Landlord's communications equipment.

7. Notices. Notices shall be addressed as follows:

If to Landlord to:

Chief Procurement Officer
City of Atlanta
Atlanta City Hall
55 Trinity Avenue, SW, Suite 1790
Atlanta, GA 30335

With a copy to:

Director of Office of General Service
City of Atlanta
Atlanta City Hall Tower
55 Trinity Avenue, SW, Suite 1225
Atlanta, GA 30335

If to Tenant to:

SprintCom, Inc.
National Lease Management Group
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, Kansas 66251-2650

Sprint Law Department
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020
Attn: Sprint PCS Real Estate Attorney

Tenant Emergency Point of Contact:
National Operations Control Center – 1-888-859-1400

**Tenant Phone Number for Inquiries Regarding Contract Management
Lease Management Hotline – 1-800-357-7641**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date set forth above.

ATTEST:

Municipal Clerk (City Seal)

CITY OF ATLANTA:

Mayor

RECOMMENDED:

Office of General Services

RECOMMENDED:

Chief Operating Officer

RECOMMENDED:

Chief Procurement Officer

RECOMMENDED:

Chief Financial Officer

APPROVED AS TO FORM:

City Attorney

SprintCom, Inc. (Tenant)

Signature _____

Name: _____

Title: _____

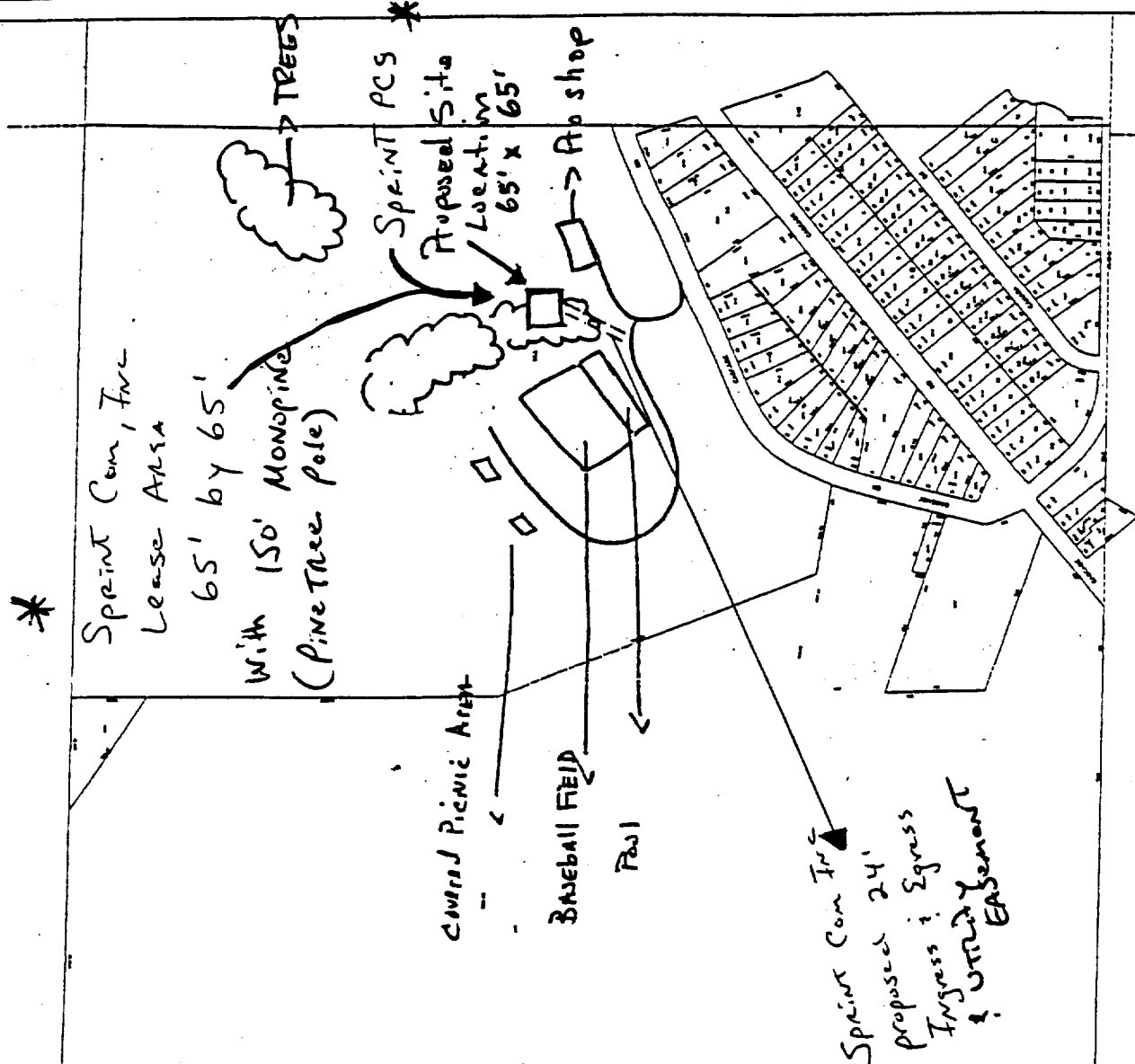
Date: _____


LEGEND

DISTRICT 14
 MAP 170
 FULTON COUNTY, GEORGIA

Scale: 0 10 Miles

North Arrow



 **Sprint
Comm Inc.**

TAX MAP NO.: 14-170-LL-003
ZONING CLASS: EXEMPT
JURISDICTION: CITY OF ATLANTA
OWNERS NAME: CITY OF ATLANTA

SITE ADDRESS: (AVENIDA STREET)
1053 CASCADE CIRCLE
ATLANTA, GEORGIA 30311

Exhibit A

LEASE AREA
SPRINT COM, INC.
SITE AT54XC277 D
"AVENIDA STREET"

All that tract or parcel of land lying and being in Land Lot 170 of the 14th District, Fulton County, Georgia, and being more particularly described as follows:

To find the point of beginning, commence at a point located at the centerline of Cascade Circle; said point having the coordinates of: Northing 1355550.86, Easting 2211232.08 (NAD 83); thence leaving the centerline of Cascade Circle and running, North 33°39'27" West, 91.82 feet to a point; thence, 214.42 feet along a curve to the left, having a radius of 150.00 feet and being scribed by a chord bearing North 74°36'32" West, 196.62 feet to a point; thence, South 64°26'24" West, 62.05 feet to a point; thence, South 41°43'17" West, 241.38 feet to a point; thence, South 65°43'32" West, 397.51 feet to a point; thence, North 69°50'57" West, 183.15 feet to a point; thence, 64.35 feet along a curve to the right, having a radius of 80.00 feet and being scribed by a chord bearing North 46°48'19" West, 62.63 feet to a point; thence, North 23°45'42" West, 189.51 feet to a point; thence, North 00°18'00" East, 308.94 feet to a point; thence, North 10°53'40" East, 101.70 feet to a point; thence, North 39°05'51" East, 46.35 feet to a point; thence, North 26°12'31" West, 87.23 feet to a point; thence running, South 85°04'40" West, 49.10 feet to a point and the true POINT OF BEGINNING; Thence running, North 04°55'20" West, 100.00 feet to a point; Thence, North 85°04'40" East, 100.00 feet to a point; Thence, South 04°55'20" East, 100.00 feet to a point; Thence, South 85°04'40" West, 100.00 feet to a point and the true POINT OF BEGINNING.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for Sprint Com, Inc. by Site Design Services, Inc. dated August 22, 2001.

Exhibit A

24' INGRESS-EGRESS & UTILITY EASEMENT
SPRINT COM, INC.
SITE AT54XC277 D
"AVENIDA STREET"

Together with a 24 foot wide ingress-egress and utility easement lying and being in Land Lot 170 of the 14th District, Fulton County, Georgia, and being more particularly described by the following centerline data:

BEGINNING at a point located at the centerline of Cascade Circle; said point having the coordinates of: Northing 1355550.86, Easting 2211232.08 (NAD 83); Thence leaving the centerline of Cascade Circle and the true POINT OF BEGINNING and running, North 33°39'27" West, 91.82 feet to a point; Thence, 214.42 feet along a curve to the left, having a radius of 150.00 feet and being scribed by a chord bearing North 74°36'32" West, 196.62 feet to a point; Thence, South 64°26'24" West, 62.05 feet to a point; Thence, South 41°43'17" West, 241.38 feet to a point; Thence, South 65°43'32" West, 397.51 feet to a point; Thence, North 69°50'57" West, 183.15 feet to a point; Thence, 64.35 feet along a curve to the right, having a radius of 80.00 feet and being scribed by a chord bearing North 46°48'19" West, 62.63 feet to a point; Thence, North 23°45'42" West, 189.51 feet to a point; Thence, North 00°18'00" East, 308.94 feet to a point; Thence, North 10°53'40" East, 101.70 feet to a point; Thence, North 39°05'51" East, 46.35 feet to a point; Thence, North 26°12'31" West, 87.23 feet to the ENDING at a point.

TRANSMITTAL FORM FOR LEGISLATION
(For Review & Distribution To Executive Management)

To Mayor's Office: Greg Pridgeon, Chief of Staff

Commissioner Signature: _____

Director Signature: _____

Originating Department: Office of General Services

Contact (name): F. C. "Chick" Vossen

Committee(s) of Purview: Finance/Executive

Committee Deadline: _____

Committee Meeting Dates(s): April 30, 2003

City Council Meeting Date: May 5, 2003

CAPTION: A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO AMEND THE MASTER LEASE AGREEMENT WITH SPRINTCOM, INC., TO ADD THE DEVELOPMENT OF A MONOPINE/TREE COMMUNICATION FACILITY LOCATED AT 1053 CASCADE CIRCLE IN ATLANTA TOGETHER WITH STRUCTURES SHOWN ON THE ATTACHED SITE PLAN FOR CERTAIN COMMUNICATIONS EQUIPMENT TO BE LOCATED UPON THE LEASED SPACE; AND FOR OTHER PURPOSES; ALL REVENUE GENERATED SHALL BE DEPOSITED INTO FUND ACCOUNT AND CENTER NUMBER 3P02 462101 N21D11 B69999.

BACKGROUND/PURPOSE/DISCUSSION:

SPRINTCOM, INC., as provided in their maser lease agreement is requesting an additional site at 1053 Cascade Circle (John A. White Golf Course). SPRINTCOM, INC., will develop a Monopine/Tree communication facility at that site which will benefit the City. The Commissioner of Parks, Recreation and Culture Affairs concurs with this recommendation.

FINANCIAL IMPACT (If any):

This will generate \$19,200 per year for the park improvement fund.

Mayor's Staff Only

Received by Mayor's Office: _____

Reviewed by: _____

Submitted to Council: _____

(date)

(initials)

(date)

Action by Committee: ☐ Approved ☐ Adversed ☐ Held ☐ Amended



CITY OF ATLANTA

CITY HALL EAST
675 PONCE DE LEON AVENUE, N.E., SUITE 800
ATLANTA, GEORGIA 30308
TEL: (404) 817-6193 • FAX: (404) 817-6928

BILL CAMPBELL
MAYOR

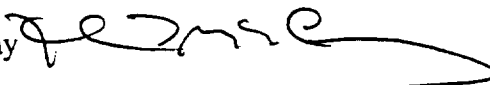
DEPARTMENT OF
PARKS, RECREATION
AND CULTURAL AFFAIRS

KARL MCCRAY
ACTING COMMISSIONER

INTERNAL MEMORANDUM

DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS
BUREAU OF PARKS

TO: Greg Pridgeon, Chief of Staff

FROM: Karl McCray 

DATE: November 28, 2001

REF: Communications Tower Installation At John A. White Park

This memo shall confirm the placement of the proposed Communications Tower at John A. White Park. The Tower will be placed in the old maintenance facility compound located on a slight slope between the pool and the golf course. The placement should not impact either site. The installation consist of a single, free standing tower having the appearance of a large pine tree with fencing and a small utility shed to house controls.

Neighborhood Planning Unit (NPU) chairpersons, President of the Cascade Youth Organization (CYO), and Council member Jim Maddox will be informed of the proposed placement.

If you need further information please contact Jay Lowery at (404) 817-6744.

/md

CC: Jay Lowery, Director (Parks)
Ken Gillett, Deputy Director (Parks)
Chick Vossen, Exec. Asst. (Bureau of General Services)